



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 25, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4557

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS12667-PRETZEL
Soft Pretzels and Cookies

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. NOT A MANDATORY USE CONTRACT:

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This contract will be issued to meet the requirements and needs of The Christina School District and other School Districts within the State of Delaware as those additional School Districts may elect to participate in this contract.

2. CONTRACT PERIOD:

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Each vendor's contract shall be valid for a one (1) year period from July 1, 2012 through June 30, 2013. Each contract may be renewed for three (3) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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SUBMIT PURCHASE ORDERS TO LINDEN COOKIES C/O KP PRETZELS:

KP Pretzels
195 Harriet Court
Newark, DE 19711
POC: Patrick Riley
PH: 302-366-0934
EM: BethARiley@Verizon.net

REMIT PAYMENTS TO:

Linden Cookies, Inc.
25 Brenner Dr.
Congers, NY 10920
PH: 845-268-5050
FSF: 0000002617

4. SHIPPING TERMS:

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F.O.B. destination; freight pre-paid.

5. DELIVERY:

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Pretzels will be bulk wrapped and delivered to the 12 school sites between the hours of 6:00am – 9:00am. If any school doesn't sell all pretzels they will be returned to the vendor on the following day for a credit toward the daily purchase. The credit will be shown on the invoice to the Child Nutrition Services department each billing cycle. Delivery locations and specifications can be found in Appendix B; some locations may not have a loading dock or may be located in a residential area. Locations place orders monthly or bimonthly for delivery based on usage.

6. PRICING:

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Prices will remain firm for the term of the initial contract year.

Item#	Item Description	Pack Size	Case Size	Brand/Manuf.	Product Size	CASE Qty.	EACH Bid Price (\$)	CASE Bid Price (\$)
1	Small Pretzels	2 oz.		K.P. Pretzels	2 oz.	N/A	0.31	N/A
2	Single Pack Cookies ButterCrunch, Chocolate Chip, Fudge Chip, Oatmeal Raisin	.6 oz	200	Linden's	.6 oz	200	0.14	\$27.40
3	Double Pack Cookies ButterCrunch, Chocolate Chip, Fudge Chip, Oatmeal Raisin	1.1 oz.	216	Linden's	1.1 oz.	216	0.27	\$58.70
4	Chocolate Chippers, Butter Chippers	1.1oz	45	Linden's	1.1 oz.	63	0.4	\$25.40

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

This contract will be issued to meet the requirements and needs of The Christina School District and other School Districts within the State of Delaware as those additional School Districts may elect to participate in this contract.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

16. PRODUCT REQUIREMENTS

Christina School District is looking for a vendor to provide fresh pretzels and cookies delivered to 14 of their school sites.

- General Snack Criteria: Snack foods must meet the 35-10-35 criteria; foods must provide no more than 35% of calories from total fat, no more than 10% calories from saturated fat or up to 1 gram, and be no more than 35% sugar by weight. Snack foods must have 0 grams of trans fats, maximum amount of sodium is 230mg, calories are not to exceed 200 calories (preferred range is 150-180 calories).
- Pretzels: Soft pretzels must be fresh baked daily. Products must be free of peanut or tree nut allergens. Pretzels must be free of added salt. Ingredients should contain whole grain flour, if available. Pretzels must be 2 ounce product by weight.
- Cookies: Products must be free of peanut or tree nut allergens. Products must be free of added visible salt. Ingredients should contain whole grain flour, if available. Single pack cookies must be .6 ounce product by weight. Double pack cookies must be 1.1 oz product by weight and Chippers must be 1.1 oz product by weight.